

9/15/03

MEMORANDUM OF AGREEMENT

Among

Please see attached list of proposed participants in the MOA. A final list of participants to go in this space will be determined by the ability/interest of the entities named to enter into the agreement. The list could be expanded to include the other agencies or groups at the direction of the Steering Committee.

Regarding

**COMMITMENT TO FACILITATE SECURING OF FUNDING AND TIMELY
COMPLETION OF FOUR
CALLEGUAS CREEK WATERSHED MANAGEMENT PLAN – TOTAL MAXIMUM
DAILY LOAD (TMDL) WORK PLANS**

1. Bacteria TMDL Work Plan
2. Historic Pesticides and PCBs TMDL Work Plan
3. Metals TMDL Work Plan
4. Toxicity TMDL Work Plan

This Memorandum of Agreement (MOA) memorializes the understanding of the Parties to this MOA regarding the level of funding needed, the timeliness set forth in the USEPA Consent Decree, and effort required to complete the four Calleguas Creek Watershed Management Plan - TMDL Work Plans named above as submitted to the Los Angeles Regional Water Quality Control Board on April 30, 2003.

I. Roles of Parties to this MOA

- (a) Funding: The Parties agree to seek funding and actively support the efforts of other participants to secure funding through local, state and federal sources.
- (b) Timing: The Parties agree that they will support timely completions of the TMDL Work Plans named above as a part of the Calleguas Creek Watershed Management Plan (WMP) by participating in the Work Plan process including:
 - Participation in development and review of the Work Plans through the WMP Steering and Subcommittee structure.
 - Participation in identification of strategies for TMDL Work Plan implementation including identification of future roles and responsibilities.
 - Active membership on the TMDL Technical Working Group.

- In-kind contributions through actions including for example, water quality sampling, watershed field survey, and public information and outreach activities.

II. Allocation of Funds

- (a) The Parties understand that up-front funds will be provided by the participating local agencies pursuant to a separate MOA among those agencies. These funds are intended to assure that work continues on schedule and that the work plans are completed. The Parties also understand and agree that funds secured through the efforts of the participants in this MOA will be used to offset the costs associated with completing the work plans and thereby reducing the level of costs to the local agencies.
- (b) The Parties expect that a successful funding strategy will rely on development of funds from various sources to fully fund the TMDL Work Plans. These sources include but are not limited to:
 - The US Environmental Protection Agency and/or other federal sources
 - The State of California
 - Public Agency Stakeholders operating in the Watershed
 - Private Interest Group and Organizational Stakeholders present in the Watershed
- (c) The Parties agree that they will make every effort to help obtain outside funding for the TMDL Work Plans described above through assistance in preparation of applications and requests for funding, and through specific actions to provide support for approval of such requests.

III. Term

This MOA will terminate _____ from the date of execution by the Parties unless extended by written mutual consent of the Parties.

IV. Withdrawal

Any Party may withdraw from this MOA by providing thirty days written notice to the other Parties.

V. Amendments

This MOA may be amended at any time with the unanimous written approval of the Parties.

VI. Notice

Any notice pursuant to this MOA shall be made by certified mail or registered letter, return receipt requested, or reliable overnight courier to the following address:

Contact Person and Address Goes Here

VII. Limitations

Nothing in this MOA creates any legal relationship among the Parties other than as expressly provided herein.

VIII. Representation of Authority

The signatories below hereby represent that they have the authority from their respective agencies to bind such agencies to the terms and conditions of the MOA.

Signature Blocks Follow Here

ATTACHMENT _____ (Draft)

POTENTIAL PARTICIPANTS IN TMDL WORK PROGRAMS MOA

Following is a recommended list of participants in the proposed MOA. This list is only initial, and may be expanded at the direction of the Steering Committee. Some proposed participants may be prohibited from participation by state and federal laws or policies.

1. Berylwood Municipal Water District
2. California Department of Fish and Game
3. California State University – Channel Islands
4. Calleguas Municipal Water District
5. Camarillo Sanitary District
6. Camrosa Water District
7. City of Camarillo
8. City of Moorpark
9. City of Simi Valley
10. City of Thousand Oaks
11. Conejo Open Space District
12. Fruit Growers Lab
13. Los Angeles Regional Water Quality Control Board
14. Park and Recreation District(s)
15. Pleasant Valley County Water District
16. Santa Monica Mountains Conservancy
17. Surfrider Foundation
18. U.S. Army Corps of Engineers
19. U.S. Environmental Protection Agency
20. U.S. Fish and Wildlife Service
21. U.S. Navy
22. Ventura Coastkeeper
23. Ventura County Association of Water Agencies
24. Ventura County Farm Bureau
25. Ventura County Resource Conservation District
26. Ventura County Watershed Protection District
27. Ventura County Waterworks District #1

ATTACHMENT _____ (Draft)

Estimated Costs of Development and Completion of Four TMDL Work Plans

Work Plan	Sponsoring Subcommittee	Probable Costs	Possible Additional Costs	Total
Metals	Habitat/Recreation	\$971,320	\$820,150	\$1,791,470
Historic Pesticides & PCBs	Flood/Sedimentation	\$716,690	\$497,690	\$1,214,380
Toxicity	Agriculture	\$619,245	\$28,740	\$647,985
Bacteria	Flood/Sedimentation	\$621,555	\$222,060	\$843,615
Total Estimated Costs		\$2,928,810	\$1,568,640	\$4,497,450

